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Current Topics.

Solicitors and Gratuitous Service.

IN OUR issue of last week, apropos a recent case, thrice tried, in which counsel, including a leading silk, gave their services without fee or reward, we called attention to the fact that, time and again, in the history of litigation the like public spirit has been shown by members of the profession. Two of the judges who presided at the hearing of the action referred to, publicly expressed their satisfaction that so much self-sacrificing work is willingly undertaken. With that sentiment we cordially agree. At the same time, it is but bare justice to the solicitor branch of the profession to remember that in this beneficent work for others the bar enjoys no monopoly. Long before what are known as poor persons' cases were heard of in England, solicitors often and ungrudgingly gave of their time and labour for the sake of clients unable to afford the payment of fees, but little was heard of this, seeing so much of their work is transacted not in the public eye, as is the case with the bar, but quietly and unobtrusively away from the world's gaze. All the spade-work—the interviews with clients, the taking of proofs, the preparation of the brief for counsel—is done by the solicitors whose efforts do not as frequently receive any encomium from the Bench. Here, as in so many other transactions in life, the altruistic worker has to be content with the consciousness of labour well and faithfully performed. It is only right, however, that we should supplement our previous paragraph by putting on record our satisfaction that so much is done, and done willingly, especially in these days since the profession shouldered the burden of poor persons' cases, by solicitors without material reward and without any compensation in the nature of public applause.

The Lord Chief Justice and the Law Merchant.

LORD HEWART, C.J., found in the rise and development of what is known as the law merchant an interesting subject on which to discourse at the dinner of the Liverpool Ship-brokers' Benevolent Society last Saturday. No branch of law is so packed with romance as that which we derive from the medieval merchants, and the customs by which their transactions were governed in the great fairs of early days. Once or twice, it is true, the development of mercantile law received a set-back, as when Chief Justice HOLT decided that promissory notes were not negotiable or assignable, but that ruling was happily overruled by the legislature a few years later. In the hands of Lord MANSFIELD, who has been justly termed the founder of the commercial law of this country, the rules governing the subject were reduced into a scientific system, but while he accomplished that important task, the law merchant did not cease to grow when he departed. As we are reminded by the Lord Chief Justice, the principle of growth was clearly recognised by BIGHAM, J., in *Edelstein* v. *Schuler*, 1902, 2 K.B. 154, where he said that it must be remembered that the law merchant is not fixed and stereotyped, but is capable of expansion and enlargement so as to meet the wants and requirements of trade in all the varying circumstances of commerce. We have spoken of the "romance" of the law merchant, and cogent proof of the accuracy of the expression is provided by a perusal of the little volume brought out a year or two ago under that title by Mr. WYNDHAM A. BEWES, whose wide reading and researches revealed how much the past can illuminate the present on this subject.

Underselling.

THE FREQUENT inconsistency between the prices of the same proprietary article in varying localities received consideration in the recent case of *Palmolive Company (of England) Ltd.* v. *Freedman*, in the Court of Appeal. The appellant, a wholesale and retail dealer, in breach of a price maintenance agreement with the respondents, had sold Palmolive Soap at less than 6d. per tablet, the price stipulated in the agreement. In May of this year, ASTBURY, J., granted an injunction to restrain him from so doing (71 SOL. J. 651), and the Court of Appeal, SARGANT, L.J., dissenting, has upheld this decision. In the court below the appellant pleaded that the agreement was one in restraint of trade, contrary to public policy, and void. The Master of the Rolls, on appeal, held that the contract was not unreasonable; there was nothing to prevent the appellant selling the soap of other firms, and it was the respondent's loss if in consequence of high price their goods were not sold. Different considerations might have applied, he said, if the appellant was bound by contract to buy definite amounts of the respondent's goods, and precluded from buying the goods of others. In his dissenting judgment, SARGANT, L.J., was of the opinion that, from the appellant's point of view, the agreement was unreasonable, and by far exceeded what was required for the respondent's protection. Prices of goods as fixed by a manufacturing company are regulated by the company's total expenditure, and must admit of a reasonable margin of profit. The suppression of attempts at underselling, particularly in breach of express agreement, is therefore necessarily justified; but the chief difficulty, that of preventing supplies reaching the numerous small traders only too willing

to undersell, can only be overcome by diligent inquiry into the sources of their supply, and their consequent elimination. Until this is effected traders at regulated prices are certain to be seriously prejudiced.

Hearing Appeals to Quarter Sessions with a Jury.

THE SUGGESTION put forward by Mr. H. L. CANCELLOR, one of the metropolitan magistrates, to the Committee on Street Offences, that appeals from Petty to Quarter Sessions should be heard with a jury is an interesting one. There should be no technical difficulty in carrying it into effect if it finds favour in the eyes of authority. A notice of appeal could simply be followed by a committal for trial on indictment. The provision of the Administration of Justice Act, 1920, which requires a grand jury to return a true bill without enquiry upon a certificate of plea of guilt, could be extended to cover cases where a certificate is given that the committal is by way of re-trial on appeal. The question of sureties for costs, so thorny a one at present, would be resolved by simply taking the bail of the accused as in the case of any other committal for trial; the provisions for poor prisoners' defence would automatically operate, and a final appeal would lie to the Court of Criminal Appeal. A very slight amendment of the law would apply the costs in Criminal Cases Act, 1908, to such proceedings.

A Testator's Destructive Mandate.

IN A RECENT case before Mr. Justice MCCARDIE it was stated that a French actress who had died on the Continent, leaving a Russian sable coat worth £12,000 amongst her assets, had directed that it should be buried with her. It was also stated that this direction was disregarded, a not unlikely possibility. The general question may be of interest, as to how far executors may or ought to follow a direction by their testator to perform an act involving loss to the estate. There is often a direction to destroy diaries and private papers, and, if they are specifically bequeathed to an executor, no difficulty arises. Sometimes, however, the direction extends to MSS. which may be of value. There are also certain people who direct their horses and dogs to be destroyed as soon as may be after their deaths (fortunately for the wives of persons of such mentality, the custom of "suttee" is forbidden by our law). Or again, like the French actress, they may require something of great value to be buried with them. What, then, is the executor's duty in such circumstances, as between the testator who directs destruction, and the residuary legatee who vigorously objects? In the case of an insolvent estate there can be no reasonable doubt, on the analogy of the authorities relating to funeral expenses (see, for example, *Shelley's Case*, 1693, 1 Salk, 296, and footnotes) that a direction to destroy or bury valuable property would be void against creditors. In *Pelham* v. *Newton*, 1754, 2 Lee 46, a direction that the executors were to hand over sealed packets to named individuals was held to be void lest there might be a deficiency of assets, in which case obedience to the testator's direction would amount to devastavit. Direct authority on the case of a residuary legatee of a solvent testator objecting to an act of destruction required by him appears to be lacking, but it is to be noted that an administrator has been disallowed extravagant funeral expenses as against next of kin, see *Stacpoole* v. *Stacpoole*, 1816, 4 Dow. 209, at p. 227. And if it was held, as it surely would be, that destruction of valuable property was no part of an executor's duty as such, it would appear to follow that a gift of such property, to an executor or anyone else, on condition of destruction, was a gift on a condition repugnant to enjoyment and therefore void. A nice question might arise whether the executor or residuary legatee took the property, but, whoever the legatee might be, he would not be burdened with the mandate of destruction. Possibly a testator might validly bequeath property to his executor to be destroyed, together with a legacy of greater value contingent on such destruction within a given period to ensure that it should be carried out, but the point remains to be decided.

Adoption of Children Act—Persons Liable to Contribute to Support of Infant.

PRACTITIONERS WHO have to advise in proceedings under the Adoption of Children Act, 1926, find some divergence of opinion as to the interpretation of s. 2 (3). Among those whose consent is required, and who must be made respondents under the Rules are persons or bodies who are liable to contribute to the support of the infant. Form No. 2 in the Schedule to the Adoption of Children (Summary Jurisdiction) Rules, 1926, clearly shows that "person" here may include a body.

It has been suggested that "person liable to contribute" must be *ejusdem generis* with the parent or guardian or person having custody, and not a person who has no immediate rights over the child. This would exclude, for example, the putative father of a bastard child.

The view more generally held, so far as we have been able to ascertain, is that the expression includes everyone who is at the time of the application liable, but not those who have a possible liability. Thus the parents, legal guardians, and the putative father upon whom an order of a court has been made, are all liable to contribute to the infant's maintenance. So are a board of guardians who have adopted the infant under the poor law, or a local authority under certain sections of the Children Act in respect of children committed to a certified school. A grandfather is an example of one whose liability is usually only contingent. We suggest that he need not be cited unless he has a present liability.

We understand that the Ministry of Health does not consider that it is "liable to contribute" to the maintenance of an infant in respect of whom it is paying a pension under the Widows', Orphans' and Old Age Contributory Pensions Act, 1925, and therefore it would not desire to be made a respondent.

A man who is only alleged to be the father of an illegitimate child, but who has not been so adjudged, is not, we consider, a person liable to contribute.

Generally, it is safer to serve notice upon, and cite as a respondent, a person who is possibly but not certainly within the meaning of the expression, rather than to be guilty of an omission. The court has ample powers of dispensing with attendance and consent.

What is a "Hospital"?

THE QUESTION whether a convalescent home, established by an unregistered friendly society for the benefit of its members, constituted a hospital for the purposes of relief from income tax under r. 1 (*c*) of No. VI of Sched. A, was considered by Mr. Justice ROWLATT in *Royal Antediluvian Order of Buffaloes* v. *Owens* (*Inspector of Taxes*), 71 SOL. J., p. 928. It is important to note that in this case the home was instituted in the first place by means of subscriptions raised from among the members of the society, and that it was supported out of the general funds of the society, no charge or expense whatever being incurred by the patients, and further that the benefits afforded by the home were restricted entirely to members of the society. The importance of Mr. Justice ROWLATT'S judgment, which was to the effect that the home was a hospital, and as such entitled to relief, consists of the fact that it lays down certain principles for guidance in determining what constitutes a "hospital" within the above rule. Briefly these principles are as follows:—(1) The fact that only a small field of the usual hospital work is carried on by the institution will not *per se* prevent it from being a hospital; (2) nor will the fact that the relief afforded is not extended to the public in general prevent it from having this character. Thus a hospital established for the members of a profession or trade will not thereby be prevented from being a "hospital" within the above rule; but (3) in order to come within the above rule it is essential that the institution should have an eleemosynary character in respect of its maintenance; in other words it must be supported entirely by means of charitable contributions or funds, and not in any way by means of payments made by the patients admitted thereto.

Problems of Life and Death.

Two crucial problems involving the value of the individual human life have recently been under discussion. In one case a man and a girl were in a boat on a lake in the State of Mechlenburgh when a sudden and violent squall occurred. The boat began to leak, and the girl, arriving at the conclusion that it would sink before reaching the shore if both remained in it, deliberately pushed her companion overboard to save herself. The German Supreme Court has decided that no murder was committed, for the act of killing for the purpose of self-preservation was lawful. Readers will hardly need to be reminded that in *R.* v. *Dudley and Stephens*, 1884, 14 Q.B.D. 273, five English judges emphatically and unanimously rejected such a doctrine as "at once dangerous, immoral, and opposed to all legal principle and analogy" (p. 281). That was the case in which two men and a boy drifted for days in an open boat on the Atlantic, and the men killed and ate the boy to save themselves from dying of hunger. Their plea of necessity was rejected, and the ordinary Englishman who reads the fine judgment of Coleridge, C.J., will probably prefer his own law to the other. The case, however, was obviously one for the most generous use of the prerogative, and the sentences of death were commuted to six months' imprisonment. The second problem arose on the death of a man suffering from chronic and hopeless dropsy, who had taken a sedative in a poisonous dose. His doctor was called in, and, at the inquest, is reported to have testified that "I thought the best thing to do was to let him die." No comment can be made on the case itself, which is still *sub judice*, but the question of how far a doctor should exercise his skill to prolong a doomed and agonised existence is of interest both to doctor and patient—which means the public generally. And if it is murder to accelerate death, as laid down by Hawkins, J. (see p. 833, *ante*, "A problem of merciful death"), and it is also possible to commit the offence of murder by omission (as when a parent fails to supply a child with food), the position of a doctor who fails to use his skill to prolong life in such circumstances may be debatable. The poet's ready answer to the problem, "Thou shalt not kill, but need not strive, officiously to keep alive," has not yet been followed on the Bench. As a practical matter, the medical profession need not be seriously alarmed, but the casuistry is of interest. A famous artist, dying of cancer in the throat, and being kept alive with oxygen, wrote to an old friend who had come to say farewell to him (he was long past speaking): "Why can't they let me die?" That was a patient's point of view, and so not entirely negligible, though it might not be that of the strict theologian.

Tips to Servants retained by their Masters.

In the course of a recent prosecution by a restaurant company of one of their servants for stealing moneys from boxes into which gratuities for the cloak-room attendants were placed by customers, it was stated by the company's representative that the loss would not fall on the cloak-room attendants, who were paid a regular wage, the tips being taken by the proprietors of the restaurant. The position is an odd one, exactly the reverse of that sometimes obtaining, where waiters are remunerated solely by "tips," for the opportunity of receiving which a payment is made to the restaurant keeper. As between the servants and masters the matter is simple. They can make any contract they like which is not otherwise unlawful. But how does the matter stand as between the customers and the restaurant keepers? We do not pronounce upon it, but it seems obvious that the customer intends to benefit the person who waits upon him, and the diversion to the pockets of the shareholders is not with his consent. The boxes constitute an invitation to give a gratuity to the servant, and this invitation is usually accepted in the full belief that the servant will obtain the gratuity, or, rather, share in a division of the moneys put into the boxes. If there is to be payment to the proprietors for a service rendered by them a fixed charge exacted from all alike seems to be the proper method of securing payment.

Illegal Excess Cargo.

The sentence of twelve months' imprisonment in the second division recently passed at the Cardiff Assizes upon Watkin James Williams, a shipowner, for being a party to sending his vessels to sea in so unseaworthy a condition that the lives of persons on board were endangered, has created a sensation in the nautical world, and has aroused public interest generally. In the intentional overloading of his ships at foreign ports, the Plimsoll marks—placed on a vessel's side to indicate the limit of loading at the various seasons—were on some occasions submerged to the extent of 18 inches. The additional financial advantage accruing to the owner in these circumstances is considerable, each extra inch of submersion representing about 40 tons of cargo in vessels of the size in question. Although the general public have been entirely ignorant of the danger to the crews of some British ships due to conditions such as those exposed by the evidence in this case, it has long been a sore point with the men themselves that their lives have been a secondary consideration to the tonnage carried. In this connexion the Attorney-General in this case said: "If people choose to gamble with the lives of sailors to put money into their pockets, I hope the jury will say that this is a practice which cannot be carried on with impunity." One of the vessels which Williams owned, the "Eastway," foundered in a hurricane off Bermuda on the 22nd October, 1926. It was alleged that her loss was due to the fact that she was carrying an excess of 382 tons of cargo. Williams was further implicated in the overloading of his ship "Tideway," on twelve different voyages. The case has afforded a much-needed opportunity of ventilating a long-standing grievance of a certain section of the seafaring community, and some of the evidence given by the sailors is illuminating. A shipmaster, replying to the Attorney-General's question what advantage did the shipmaster derive from overloading, said that he feared the danger that was nearest, and that danger to-day was unemployment. The same master added that a tramp ship's master would rather risk his life than lose his job. He was supported in this by others. However prevalent the practice may be in some quarters of requiring the master to carry an illegal excess of cargo, there is little doubt that the result of the present case will considerably modify these activities and, it is hoped, eventually obtain that full security for the seaman which his dangerous and precarious calling necessitates.

An interesting comparison may be drawn between this case and the recent case of *Radcliffe* v. *Buckwell*, 1927, 2 K.B. 273; 43 T.L.R. 514. In that case a master was fined £50 or sixty days' imprisonment at Hull for allowing his vessel to be so loaded on arrival at Hull as to submerge in salt water the centre of the disc indicating the load-line contrary to the provisions of s. 442 of the Merchant Shipping Act, 1894. As was pointed out in these columns (71 Sol. J., p. 535) the vessel in that case had been loaded with timber at a Finnish port, and on leaving port her load-line was not submerged. The actual submersion observed on arrival at Hull was due to the increased weight of some of the timber, carried on deck, as a result of the absorption of a considerable quantity of rain-water on the voyage across. There was thus obviously no pre-determined intention of overloading, as in Williams' case, and the conviction, which was upheld by a Divisional Court on appeal, offers scope for much adverse criticism. In 71 Sol. J., at p. 535, it is stated in answer to the Lord Chief Justice's question whether a master was not bound to exercise reasonable foresight and allow for bad weather, and allow a margin of safety in the exercise of a reasonable and scientific imagination, that "such a supposition seems to be beside the question, and if given any practical consideration whatever would render it essential that masters of vessels should be accurate weather prophets on pain of penalty, a state of affairs clearly impossible." The above is crisply endorsed in the evidence of a master mariner in Williams' case, who said: "The Board of Trade makes the rules, but God Almighty makes the weather."

The Enforcement of Foreign Judgments.

An Advanced Lecture in the University of London.

By Mr. W. VALENTINE BALL, O.B.E.
(*A Master of the Supreme Court.*)

Lord Hanworth (The Master of the Rolls), occupied the chair at an Advanced Lecture, given by Master W. Valentine Ball, under the auspices of the University of London, and a full report of which we are able to publish below.

1.—Preliminary.

It is sometimes said that a judgment is nothing unless it can be followed by execution. A court of justice is powerless unless the sheriff is at hand to enforce its decrees. The judgment of a Master at Chambers, of one of His Majesty's judges—nay even a judgment of the Master of the Rolls himself—may be of no use to the successful plaintiff unless execution can be made effective!

I say *may be* advisedly, for of course, in large numbers of cases the judgment creditor obtains payment of his debt without having to invoke the aid of the sheriff. Payment is often made at once—even with a bad grace; and when it is not, the mere threat of execution of any kind is enough to bring forth a cheque.

But even the sheriff is not all powerful. His authority to seize goods is limited to goods within the jurisdiction of the court which has pronounced the judgment. A man may have nothing in England but the clothes he wears—yet he may have all the wealth, movable or immovable, of a millionaire in France. A judgment against such a man in an English court is useless, unless there are means whereby his property in France can be attached so as to answer the judgment.

It is manifest that in every country whose laws have any resemblance to those administered in this country, there ought to be some means of enforcing judgments abroad, and conversely, a judgment properly obtained abroad ought to be, to some extent at least, recognised in our courts.

Consider the two extremes. They are (1) a condition of things in which every judgment of a court shall be at once recognised and enforced in every court in every other country; (2) a condition in which no judgment of a court shall be recognised or sued upon (much less enforced) in the courts of any other land.

It is obvious that each extreme represents an impossible state of things. If all judgments were universally recognised, then, to use an expression uttered by Lord Ellenborough in an old case: "The Island of Tobago could legislate for the whole world!" Even within the Empire, universal enforcement of judgments would (for reasons which will presently appear) be impossible. In the other extreme, a German of great possessions in the Fatherland, but having none anywhere else, might incur debts in every country in Europe and obtain sanctuary in his own country from all

"Frenchmen, and Dutchmen and Spaniards and such men."

Even if he had creditors amongst "the yeomen of England," they could secure no redress—save by beginning all over again in the courts of Germany.

It is between these two extremes that our courts have endeavoured to find the happy mean.

I shall speak, for the most part, of the enforcement of foreign judgments in England. Apart from the fact that there is quite enough to say about it in the time at my disposal, I should walk on uncertain ground if I were to attempt to treat of the enforcement of foreign judgments abroad. We must realise, too, that the foreign judgment which we have to sue upon in our own courts may be the judgment of a colonial court, or even a judgment pronounced in Southern Ireland.

I propose to attempt to state what is meantb y a foreign judgment; to indicate the circumstances in, and the methods by, which it can be enforced in our courts; to refer to the defences which may avail a defendant who is sued on a foreign judgment; to touch upon the extension of judgments, and finally to say a word or two about what the International Law Association has done towards the establishment of an international code in the matter.

2.—What is a Foreign Judgment?

It is necessary, at the outset, to define a "foreign judgment." It is enough to say that it includes the judgment of any foreign court of competent jurisdiction, and the judgment of a colonial court.(1) And here one is confronted with the strange anomaly that whereas many colonial judgments may be appealed to the Privy Council, they are, nevertheless, foreign in the sense that to be enforced in England they must (subject to a certain Act of Parliament providing for the extension of judgments) be sued upon in an English court. But the fact that something is anomalous need not excite wonder in the mind of an English lawyer. Nor is this the only anomaly I have discovered in relation to foreign judgments and their enforcement.

Sir W. Piggott has pointed out that there is nothing, in existing circumstances, to prevent execution on a foreign judgment being levied in two places at the same time! He says (2): "The fact that the judgment is not satisfied is alone taken into account. But if ever the question is dealt with on a scientific basis, one of the essential conditions must be not that the judgment is not satisfied, but that all proper attempts have been made to obtain satisfaction in the country where the judgment was given, and have failed."

Yet we, in our own courts, do not allow execution on a county court judgment to issue in the High Court unless the court is satisfied that there is nothing upon which to levy in the county court district.

3.—It must be the Judgment of a Court of Competent Jurisdiction.

Given the judgment of a foreign court, it will be presumed that the court has jurisdiction and that it acted accordingly,(3) the burden of showing the contrary being upon the defendant,(4) who may show either that there is or was no jurisdiction or that, for some other reason, the judgment should not be enforced. But while the judgment of a foreign court may be impeached here by showing that the court was not a court of competent jurisdiction, it cannot be impeached by the averment of facts which might have been set up in the foreign court by way of defence, and might have been tried and decided there.(5)

The foreign judgment does not extinguish the cause of action on which it is based. So, we read in "Smith's Leading Cases":(6) "Foreign judgments certainly do not occasion a merger of the original ground of action; and when it becomes necessary to enforce a foreign judgment in this country, the plaintiff has his option either to resort to the original ground of action or sue on the judgment recovered.

It was held in a case tried in 1844 (7) that a declaration in debt on the judgment of a foreign court need not state that the court had jurisdiction over the parties to a case. Then Pattison, J., said: "We presume that the judgment of a foreign court is correct." And in a later case,(8) Lord Esher said: "The rule was that *prima facie* an English court would give credit to a foreign court for having acted properly and within its jurisdiction if the persons affected were citizens of the country in which the decree was made. The burden of shewing want of jurisdiction lay upon those who impeached the decree."

It seems that those who submit to the jurisdiction of a foreign court must take the judgment "for better or for worse."

(1) *Bank of Australasia* v. *Nias*, 1851, 16 Q.B. 717.
(2) *Foreign Judgments*, Vol. 1, p. 14.
(3) *Robertson* v. *Struth*, 1844, 5 Q.B. 941.
(4) *Walker* v. *Mahon*, 1886, 2 T.L.R. 548.
(5) *Vanquelin* v. *Bouard*, 1863, 15 C.B. N.S. 341.
(6) 2 Smith's L.C., 12th ed., p. 814.
(7) *Robertson* v. *Struth*, *supra*.
(8) *Walker* v. *Mahon*, 2 T.L.R. 548.

They cannot be heard to complain if, in arriving at a decision the court has misapplied English law.

In *Godard* v. *Gray* (9) it was held by MELLOR and BLACKBURN, JJ., that it is no bar to an action on a judgment *in personam* of a foreign court having jurisdiction over the parties and cause that the foreign tribunal has put a construction erroneous, according to English law, on an English contract. In that case an action was brought on a French judgment, the suit having been commenced for breach by a shipowner of a charter-party made in England in which there was a clause: "Penalty for the non-performance of this agreement, estimated amount of freight." The French court treated this clause as fixing the amount of damages recoverable, and had given judgment accordingly for the amount of the freight—the truth being, of course, that being a penalty clause it would not have been enforced according to English law. Both parties appeared in the French court, and were heard before judgment was pronounced, but the defendant took no objection to the mode of assessing the damages. It was held that the defendant could not set up that the judgment proceeded on a mistake as to the English law, which was really a question of fact, and that it made no difference that the error appeared on the face of the proceedings.

It is to be observed that in this case there was *laches* on the part of the defendant: *laches* in not adducing evidence of what the English law really was. As HANNEN, J., said: "It was the duty of the defendants to bring to the knowledge of the French court the provision of the English law on which they now for the first time rely, and having failed to do so they must submit to the consequences of their own negligence." But the same learned judge said: "I do not think any authority binds us, nor am I prepared to decide that a defendant, not guilty of any laches, against whom a foreign judgment *in personam* has been given, is precluded from impeaching it on the ground that it appears on the face of the proceedings to be based on an incorrect view of the English law, even though there may be no evidence that the foreign court, knowingly or perversely, refused to recognise that law."

4.—PRINCIPLES ON WHICH ENGLISH COURTS WILL ENFORCE A FOREIGN JUDGMENT.

It is proposed to deal, *seriatim*, with the principles(10) which have been laid down by our judges upon which they will give force to a foreign judgment.

(i) *Finality.*

It must be a final judgment, conclusively settling (unless by appeal to a higher court) the question between the parties according to the rules of the foreign court. A stay of execution does not affect finality.(11)

A mere interlocutory order (for example) of a court of competent jurisdiction in Ireland or Scotland does not bind a court of concurrent jurisdiction in England.(12) Nor will a colonial judgment in the nature of a non-suit be regarded as conclusive in our courts unless it bars the plaintiff from another action there. Thus in *Plummer* v. *Woodburne*,(13) the defendant had secured a verdict in the Island of St. Christopher, upon which he obtained judgment which was eventually affirmed by the Privy Council. Nevertheless, it was held by BAYLEY, J. that, as the form of the entry in the island might only be equivalent to a non-suit, it could not be regarded as a final judgment.

The judgment must also be conclusive on the merits; so Sir W. PIGGOTT says(14): "Any judgment which is based on form or technicality, such as a statute of limitation, is not a judgment upon the merits, and will not be recognised. But by certain procedure it may be inferred that the defendant having had the opportunity has nothing to say to the plaintiff's case, e.g., when judgment is applied for under Ord. XIV.

(9) L.R. 6 Q.B. 139.
(10) See Campbell's Ruling Cases, Vol. V, p. 743.
(11) *Frith* v. *Wollaston*, 21 L.J. Ex. 108.
(12) *Ball* v. *Storie*, 1823, 1 Sim. 210; *Paul* v. *Roy*, 1852, 15 Beav. 433.
(13) 1825, 4 B. & C. 625.
(14) *Loc. cit.*, p. 75.

What is called a "remate" judgment in Spain may be usefully referred to. It appears that in Spain, summary or "executive" proceedings may be instituted for recovery of a debt, upon which a "remate" judgment may be pronounced. In such proceedings the defendant can set up no defence affecting the validity of the contract; but the unsuccessful party may, in the same court, take "plenary" proceedings in which the whole of the merits can be gone into, the "remate" judgment not being *res judicata*. A "remate" judgment can be enforced by the plaintiff on giving security, although "plenary" proceedings are pending. It was held by the House of Lords that "remate" judgment cannot be the subject of an action here.(15)

Foreign judgments, too, which are liable to be varied or abrogated by the court which pronounced them, cannot be enforced here. So, where a court at Perak had made a maintenance order decreeing that a man should pay so much a month for the maintenance of his wife and child, it was held that an action would not lie in England to recover five of these instalments, it having been shown that the original judgment was liable to be abrogated or varied, when application was made to enforce it.(16)

The award of a court of arbitration which has been the subject of an enforcement order in a German court is not a final judgment which will be recognised here.(17)

(ii) "*A sum certain.*"

The second rule is that the judgment which is sought to be enforced must be for a sum certain. And where the judgment is for a sum certain, our courts will enforce it without regard to the proceedings upon which it is founded.(18) But if the amount of the judgment falls to be diminished by certain costs to be taxed which have not been taxed, it is not a judgment for a sum certain.(19)

Being a judgment for a sum certain, it will be enforced in our courts under Ord. XIV.(20)

Probably hundreds of foreign judgments are enforced in this way during the year; and one may be permitted to wonder whether it is as easy to get an English judgment satisfied in any European country as it is to recover on a judgment under our summary procedure!

A litigant who selects the foreign tribunal to recover a sum certain, and recovers *less* than that amount, cannot (according to JELF, J.) sue for the balance here.(21)

(15) *Nouvion* v. *Freeman*, 1889, 15 A.C. 1.
(16) *Harrop* v. *Harrods*, 1920, 3 K.B. 386; and see *Macfarlane* v. *Macartney*, 1921, 1 Ch. 522.
(17) *Merrifield Zeigler* v. *Liverpool Cotton Assn.*, 1911, 105 L.T. 97.
(18) *Henly* v. *Soper*, 1828, 8 B. & L. 16.
(19) *Sadler* v. *Robins*, 1808, 1 Camp. 253.
(20) *Brant* v. *Easton*, 13 Q.B.D. 302.
(21) *Taylor* v. *Holland*, 1902, 1 K.B. 676.

(*To be continued.*)

Some Legal Aspects of Town Planning.

BY RANDOLPH A. GLEN, M.A., LL.B.
(Editor of "Glen's Public Health," 1925 Edition.)

(*Continued from page* 674.)

THE decisions of the Minister of Health in 1926 upon appeals to him under the Town Planning (Interim Development) Order, 1922, have now been published in his annual report, and the following are of interest.

Permission was granted for a small group of shops on a site forming part of a large residential estate in spite of opposition by the town planning authority, the owner having sold plots on the understanding that he would reserve a portion of the estate as a shopping centre, and this being considered reasonably consistent with the proper planning of the area as a whole and not detrimental to the estate in question. Where, however, the bulk of the plots on an estate had been sold and

residences erected, and the erection of shops on the remainder was likely to depreciate these residences, permission was refused. One side of a road having been allocated and partially developed as a shopping centre, a refusal to allow a shop on the other side was considered unreasonable and reversed, there being no reason for differentiating between the two sides of the road in this respect.

It was considered inequitable to refuse to allow a disused brewery in a residential zone to be used as a factory for golf appliances, but it was agreed that no noisy or offensive trade would be carried on, and that no substantial alteration would be made in the external appearance of the buildings, which was not unpleasing. Where a motor-cycle business was set up in the rear of premises which had been used as a dwelling-house for four years, the objection of the authority, based on the reservation of this section of the road for residences, was overruled on the ground that the road, an arterial road with a tramway, contained other sections which were zoned for business, and this particular section would, in the normal and proper course of development, cease to retain its residential character. But a refusal to allow the conversion of one of several small terrace houses into a milk shop was upheld, the town planning authority having selected a suitable shopping area within a reasonable distance, and there being indications that the land in the neighbourhood of the appellant's houses would be developed residentially.

An owner was prevented from building 100 private garages in a good class residential neighbourhood, though his plans were designed to preserve amenity as regards appearance, the Minister holding that the congregation of so many cars would injure the residential amenities, and not being satisfied that there was a demand for garage accommodation which could not be met elsewhere. An appeal against a refusal to allow a small number of garages fronting a fairly important street (whether residential or not is not stated) was dismissed, it being considered that they would be detrimental to the amenity of the neighbourhood, weight also being given to the facts (*a*) that the garages would interfere with a contemplated widening at this point; (*b*) that the owner possessed back land on which garages could be erected without objection; and (*c*) that the lay-out of his estate should be considered as a whole. Permission having been refused for the erection, in a proposed shopping and business zone, of a garage for the sale of cars, petrol and accessories, and the execution of ordinary wayside repairs, on the ground that the building would constitute a "factory," an appeal was allowed on its being agreed that the building should not be used as a "motor works."

An objection to a number of flats, in an area in which flats were admittedly permissible, on the ground that the proposed density requirements would be exceeded, was overruled as the Minister considered that to reckon one and a half flats as equivalent to one dwelling-house was "unduly restrictive." Building at a density greater than that proposed was allowed on the understanding that adjoining land of the same owner, but outside the area of the scheme, should be regarded as included in the land unit for the purpose of calculating the density. Where a local Act prescribed a minimum distance between the back of a new building and any building opposite, and this had been observed in the case of all adjacent property, the Minister refused to relax the provision so as to allow an owner to build two houses on a remaining corner plot, though this could have been done without contravening the density proposal and the local Act requirement was "considered too severe."

Appeals in cases where the town planning authority had refrained from giving a decision on applications for permission to alter buildings were held to be in order, for the provision as to non-payment of compensation in respect of works carried out without permission after the date of the first resolution does not apply to alterations to existing buildings. But appeals for permission to develop in a manner at variance with private covenants were held to be misconceived, as town planning schemes cannot affect the legal position of covenantees.

Appeals in connexion with the standards proposed for subsidiary streets elicited the general pronouncement that it is unreasonable for local authorities to "retain the old uniform standard as a minimum" and not to allow reduced standards for streets when this can be justified having regard to "the different needs of estate or through, and light or heavy, traffic." But it is pointed out that where concessions are made by the authority with regard to some streets, owners must be prepared to concede a heavier standard for other streets where this is necessary. If this is true in the case where a local authority has taken the trouble to utilise the Town Planning Act, it seems to me to be at least equally true in the case where the authority has not taken that trouble and is seeking to enforce "the old uniform standard" under the Private Street Works Act, 1892. I therefore think that justices, who have to consider the reasonableness of proposals under the Act of 1892, might well take into consideration this valuable pronouncement of the Minister.*

* Further as to "subsidiary street standards," see the observations of the Minister noted *ante*, p. 441.

(*Concluded.*)

A Conveyancer's Diary.

Some questions appear to have been raised as to the effect of L.P.A., 1925, s. 195.

Enforcement of Judgment Debts against Land: L.P.A., 1925, s. 195.

Sub-section (1) enacts that, subject as therein mentioned, a judgment entered up in the Supreme Court against any person is to operate as an equitable charge upon the judgment debtor's land.

Sub-section (2) provides that every judgment creditor is to have the same remedies, against the land charged, as he would have had if the judgment debtor had agreed to charge the land for the amount of the judgment debt and interest thereon.

Under sub-s. (3) a judgment is not to operate as a charge on land unless or until a writ or order for enforcing it is registered in the register of writs and orders. Further, no judgment creditor is to be entitled to take proceedings to obtain the benefit of his charge until after the expiration of one year from the time of entering of the judgment; and no such charge is to operate to give the judgment creditor any preference on the bankruptcy of the judgment debtor, unless the judgment has been entered up one year at least before the bankruptcy.

What was the position before this enactment? It was not perhaps as clear as it might have been. This accounts for the difficulty experienced in ascertaining the present position.

Four propositions may be laid down:—

(*a*) Legal estates in freehold or copyhold land could be seized by a sheriff under a writ of *Elegit* and handed over to the creditor "until the debt be levied upon a reasonable price and extent": Statute of Westminster the Second; Bkcy. Act, 1883, s. 169, 5th Sched. (varying the above statute); Judgments Act, 1838, s. 11.

(*b*) A judgment creditor had the right in equity to obtain the benefit of a judgment where there were legal impediments to enforcing it at law: *Anglo, &c., Bk.* v. *Davies*, 1878, 9 Ch. D. 275. This right was not taken away by the Judgments Act, 1864, s. 1; *Anglo, &c., Bk.* v. *Davies, supra.*

(*c*) The Judgments Act, 1838, s. 13, made a judgment a charge on the debtor's land, subject, however, to the proviso that the judgment creditor was not to proceed to obtain the benefit of the charge until one year after the

judgment had been entered up. But by the Judgments Act, 1864, s. 1, no judgment was to affect land until such land had been actually delivered in execution. Although the latter Act did not expressly repeal s. 13, *supra*, s. 1 thereof was treated as inconsistent with s. 13 and was deemed to have impliedly qualified it: *Re Bailey*, 1869, 38 L.J. Ch. 237, 239; *Norton* v. *Lord Ashburton*, 1914, A.C. 932. Section 1 of the Judgments Act, 1864, was repealed by the Land Charges Act, 1900, which enacted that a judgment was not to operate as a charge on land unless or until a writ or order for enforcing it had been registered: *ib.*, s. 2 (1).

Thus the position, immediately before 1926, seems to have been that no charge was created until the writ had been registered. Even then the charge, so far as s. 13 was relied on, could not be enforced for a year.

(*d*) A creditor to whom any land of his debtor "shall have been actually delivered in execution," and whose writ or process had been duly registered, was entitled "forthwith" to obtain an order for sale: Judgments Act, 1864, s. 4.

The four methods of execution referred to in (*a*), (*b*), (*c*) and (*d*) seem to have been all independent and distinct the one from the other: "the whole of this legislation [the Judgments Acts, 1838, 1864] appears to us to leave untouched the effect of a completed execution, whether by legal or equitable process": per Wills, J., in *Re Pope*, 1886, 17 Q.B.D. 743, 744. The Act of 1838, s. 13, refers only to the charge created by that section; see the words "such charge."

Has the position been affected by L.P.A., 1925, s. 195? Section 13 of the Judgments Act and s. 2 (1) of the Act of 1900 have been reproduced in L.P.A., 1925, s. 195 (1), (2), (3), which provisions must therefore be treated as distinct from the other modes of execution by a judgment creditor.

Thus, though under sub-s. (3) (ii) no judgment creditor is entitled to take proceedings within the one year to obtain the benefit of his charge, there is nothing to prevent him, during the year, from resorting to the other modes of enforcing his judgment.

Under the Act of 1864, s. 4, and the Conv. A., 1881, s. 25, now replaced by L.P.A., 1925, s. 91, the charge given to the judgment creditor could be enforced by an order for sale *within* the year; for the creditor, under s. 4, was entitled "forthwith" to obtain an order for sale. It seems to have been suggested that L.P.A., 1925, s. 195 (3) (ii), operates to prevent a creditor from obtaining an order for sale under *ib.*, s. 91 (replacing Conv. A., 1881, s. 25); but as the modes of execution are independent and distinct it is submitted that there is no legitimate room to doubt that the order can be obtained forthwith.

Landlord and Tenant Notebook.

Remedies of Tenant against Landlord for Breach of Covenant to Repair.

It sometimes is a matter of practical importance to advise a tenant as to the best course he can pursue to compel a landlord to put the demised premises into a proper state of repair in accordance with the covenant or agreement entered into by him.

In the case of unfurnished premises, no term is implied by law, that the landlord will do any repairs, not even a term that he should do such repairs as are necessary to render the demised premises at any rate fit for habitation, nor is there any warranty implied by law (with certain statutory exceptions as, for example, under the Housing Acts) that the premises are so fit at the commencement of the term. While such a condition is implied in the case of *furnished* premises (i.e., that the premises are fit for human habitation *at the commencement of the tenancy*) there is no condition or warranty that the premises shall continue in such a state during the remainder of the term, this latter point was decided in *Maclean* v. *Currie*, 1884, Cab. and Ellis, 361, where Stephen, J., held that on the letting of a furnished house the implied term that it shall be fit for human habitation "only applied to the state of the house at the commencement of the term." The importance, therefore, in every case where the tenant does not enter into a full repairing lease of procuring the landlord to enter into repairing covenants which will sufficiently protect the tenant, will readily be appreciated.

Assuming, however, that the landlord has entered into such covenants, what are the best practicable means available to the tenant to compel the landlord, directly or indirectly, to perform them?

No doubt an action for damages may be brought, but having regard to the dilatoriness of all litigation, this would appear to be a remedy to which resort should be had only as a last resource.

It seems scarcely necessary to emphasise the point that the first step which the tenant should take, if the premises are out of repair and the repairs are such for which the landlord is liable, is duly to serve the landlord with notice of the want of repair. The landlord, cannot generally be held responsible on his covenant to repair, and no damages consequently can be recovered from him, unless he has been duly served with notice of the disrepair and has been given a reasonable opportunity of doing them. There are, however, a few exceptions to the rule with which we are not concerned here, though it might be mentioned in passing that these exceptional cases in which no notice is necessary are not easy to determine, so that the tenant would be well advised in every case in which he is aware of the want of repair to give immediate notice to his landlord. (For a recent and important case in which the question of notice of disrepair was considered, reference might usefully be made to *Griffin* v. *Pillett*, 1926, 1 K.B. 17; 70 Sol. J. 110.)

One of the questions that one finds sometimes asked in practice is whether in such cases (i.e., where the landlord has covenanted to repair and has neglected to do so in breach of the covenant) the tenant is liable during the period while the premises are left in a state of non-repair to pay no rent or only a proportionate part of the rent. The authorities are quite clear on this point, that in such cases the tenant still remains liable for the whole amount of the rent.

Reference on this point may be made to the judgment of Tindal, C.J., in *Surplice* v. *Farnsworth*, 1844, 7 Man. & Gr., at p. 584, a decision which was quoted with approval by McCardie, J., in *Hart* v. *Rogers*, 1916, 1 K.B., at p. 651. Thus Tindal, C.J., said: "It seems to be admitted that this rule cannot be sustained unless it is shown that the ground upon which it was obtained can be supported, viz., that if the landlord is bound to repair the premises during the tenancy, there is an implied condition that should he fail in the performance of his contract the tenant may throw up the tenancy. No authority has been cited to show that such a contract to repair implied such a condition. If the contract were under seal, the condition that the tenant upon the breach thereof might determine the tenancy could not be implied. Where it is intended that a covenant shall operate as a condition, there is always an express covenant to that effect, as in the case of re-entry by the lessor for breach of covenant by the lessee. I am not aware of any legal principle that an agreement by parol is in this respect to be construed differently from one under seal. Assuming therefore that there was an agreement in this case by the landlord to repair, though none was actually proved, there is no principle of law to authorise the importing of the conditions contended for. In such a case the tenant will have his remedy over against his landlord but the relation of landlord and tenant still subsists between them." It may therefore be regarded as settled law, that in the absence of some provision making the landlord's repairing covenants conditions in effect, a tenant will be entitled neither to avoid

the tenancy nor to claim any abatement of the rent, on the ground that the landlord is guilty of a continuing breach of his repairing covenants.

The tenant of course would be entitled in any event to damages, but even if he pre-estimated the amount of such damages, he could not deduct the same from the rent, since in the event of legal proceedings he would have no right of set-off but only a counter-claim in respect thereof.

There appears therefore to be one line of action remaining which the tenant may take, i.e., to have the necessary repairs done himself, and either claim it by action or deduct it from the rent.

It is necessary however to enquire whether the tenant has any such right of deduction, and if so what are the grounds on which he may claim it. There would seem to be two possible grounds on which the sums expended by the tenant himself on the repairs, might be recovered, viz., (1) as money paid to the use of the landlord, or (2) as damages for breach of covenant to repair.

If there was any liability imposed by the law on the tenant, in lieu of the landlord, to execute the necessary repairs, for which under the terms of the lease or agreement the landlord himself was liable as between himself and the tenant, the latter could clearly recover the amount of the expenses incurred in putting the premises into repair, as money paid to the use of the landlord, and it would seem from an old case that such a claim might be formulated by the tenant against the landlord even though the tenant was under no legal compulsion to execute the necessary repairs. Thus in *Waters* v. *Weigall*, Anstr. 575, it was held that where a landlord is bound in law or equity to repair, and the tenant is obliged from a sudden accident (e.g., fire, tempest) to make repairs to prevent further mischief the tenant may set-off against the cost of such repairs the demand for rent as money paid to the use of the landlord. If the principle of *Waters* v. *Weigall* is correct, there seems to be no reason why it should be confined to cases of "sudden accident," and it might be that where a landlord is under the obligation to repair, and that by reason of neglect of that obligation immediate repairs are necessary in order to render the house at any rate habitable, the tenant may execute the repairs and deduct the cost of the same from the rent, as money paid to the use of the landlord (cf. also 7 Man. and Gr., p. 588, note (*a*)).

Reference may also be made to an old case, *Taylor* v. *Beal*, 1591, Croke Eliz. 222, where the question was raised whether a lessee is authorised to expend part of the rent for the repairs of the premises, the majority of the court being of opinion that he was entitled, Gawdy, J., stating that "The law giveth this liberty to the lessee to expend the rent in reparations for he shall be otherwise at great mischief, for the house may fall upon his head before it be repaired; and therefore the law alloweth him to repair it and recoup the rent."

It must be admitted, however, that the question as to whether the tenant has a right of deduction is one which is not free from doubt, and it is strange that there are no modern authorities on the point.

In the drafting of repairing covenants entered into by lessors difficulties such as these should be borne in mind, the best way of preventing any trouble arising in the future between the parties being to insert an adequate provision giving the tenant an express right of doing the repairs himself on default of the landlord, and of deducting the cost thereof from the rent.

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

Correspondence.

Re the article on the Case of Mrs. Munford.

Sir,—As a solicitor of comparatively recent admission, it is with a sense of awe that I venture to raise a piping protest against the philosophy of your erudite contributor. My legal learning may be deficient, but my knowledge of life, men and manners is, I consider, by no means so. I am therefore absolutely appalled at the suggestions of your contributor that adultery could possibly be made a crime—even "the kind of adultery which breaks up a home." Your contributor singles out the latter for special condemnation, whereas that other variety which is merely the promiscuous or desultory type is surely far worse. The type which breaks up a home is usually of the psychological kind—a change of affections, a realisation of unsuitability of mate—the finding of a better mate—all for the good of happiness and health of mind and body.

Your contributor clouds the whole issue by his early apparent endorsement of a mis-statement of the case, viz., that the deserted wife has been the victim of a "husband thief" and that the husband is "stolen goods." The analogy is absurd.

I have come across a good number of these home-breaking adulterous husbands living with the other woman. I have yet to meet one who could be classed as of the same mentality as a purse or any other chattel. On the contrary, they have usually appeared to be men who knew exactly what they wanted and why they wanted it, and many of them have been quite prepared to shoulder their legal duties (as they should do) in a spirit of fairness and perhaps generosity.

My scant reading has left an impression in my mind that we are taught that the law in due course adapts itself to the morals of the age; often (due to religious interference) this is very late in the day, but surely your contributor's suggestion would take us back to the ethics of the Middle Ages, and to the age of Chastity Belts. His plan for the adoption of certain sections of the Indian Penal Code to the conditions of the twentieth century civilisation in this "free" (save the word) country is, I am tempted to think, written with his tongue in his cheek.

Just fancy placing Lord Nelson, Parnell, Percy Shelley, and many of Britain's most illustrous men of glorious and fearless intellect and revered memory in durance vile with the Hoxton burglar.

Your contributor's reference to certain morality laws in American States reminds me that a case is on record in the Chicago Press of a man and woman being charged with immorality in their own bedroom in a hotel on the evidence of a police officer that "he" was heard to call "her" "darling" (Authority, Mr. Joseph McCabe).

It is certainly true that some madly jealous husbands have murdered their wives' lovers, but these men are subjects for a psychologist.

23rd November. HYMEN.

[In answer to the above, I hesitate to use your space on an ethical rather than a legal problem, and so will leave to your readers the issue whether a man who deserts his wife who has borne him several children, and is no longer so attractive as formerly, to live with a younger woman does a dishonourable and anti-social act, or can justifiably plead (as above) "a realisation of unsuitability of mate—the finding of a better mate—all for the good of happiness and health of mind and body." If adultery is wrong, it is not to be condoned because great men have admittedly been guilty of it. As to the relative guilt of the "promiscuous and desultory" act, I will also leave your readers to discriminate between "the sin which practice burns into the blood" as against "the one dark hour which brings remorse."—*Your Contributor.*]

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in triplicate. Each copy to contain the name and address of the subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

SETTLED LAND—SMALL VALUE—INEXPENSIVE SALE.

1046. *Q.* In 1898 a testator, X, by his will, after appointing a sole executor, gave "unto his wife the property situate at Y for her life," and provided "after her decease the rents of the said property to be equally divided annually amongst my children A, B and C." Testator died in 1910. The only property deceased left was the real property at Y, the value of which is about £45, and the widow and children (all adult) wish to convey the property to a purchaser at the price named. There are no trustees, and as the tenant for life and remaindermen apparently cannot now jointly make a title (L.P.A., 1925, s. 42), how should the proposed sale be carried out? The amount of the consideration will not justify an application to appoint trustees. Is it open to the tenant for life to convey to the remaindermen by a short deed such as is given in the "Encyclopædia of Forms," vol. 15, p. 644, 2nd ed. (omitting all references to a vesting deed and to trustees), the remaindermen then conveying as absolute owners to the purchaser? If this is done, does the purchaser require anything else to complete his title as absolute owner in fee simple?

A. As to the possibility of selling to a purchaser willing to take title from the tenant for life and remaindermen, see answer to *Q.* 936, p. 705, *ante*. However, there seems to be no reason for an application to the court if X's executor is alive, or, being dead, has left a legal personal representative, for he or such representative is trustee for the purposes of the S.L.A., 1925, s. 30 (3). Thus the title would be in order after a vesting deed had been executed pursuant to the S.L.A. 1925, para. 1 (2), and a new trustee had been appointed to receive the purchase money. These deeds would be simple, and the cost inconsiderable.

UNDIVIDED SHARES—SECRET TRUST—VESTING.

1047. *Q.* A and B were husband and wife and C a child over twenty-one. In 1922 a house was purchased and the conveyance was taken in the name of C, but the price was found by A, B and C approximately in equal proportions. B, the wife, died soon afterwards intestate. A is still residing in the house and claims that he is entitled to a share in the house of B. He now desires that C shall transfer the house to him. He is willing to repay to her the portion of the purchase-money found by C. Do the vesting provisions of the L.P.A., 1st Sched., Pt. II, para. 3, assist A in any way?

A. The paragraph mentioned, which applies to a state of things immediately *after* the commencement of the L.P.A., 1925, does not operate to divest an estate vested in trustees for sale. So the vesting provision applicable is contained in the 1st Sched., Pt. IV, para. 1 (1) (A and C being entitled in equity to undivided shares). C can sell her equitable interest to A and then convey the legal estate to him. The equities will have to be disclosed in the conveyance to explain why C, who is sole trustee for sale, is able to give a valid receipt for her share of the purchase-money.

PRE-1926 INTESTACY—DOWER—SALE—TITLE.

1048. *Q.* With reference to the answer to *Q.* 997, we find that the widow is able to take out the grant and wishes so to do. In these circumstances can she sell as administratrix without joining the heir?

A. Yes, on the recital under the A.E.A., 1925, s. 36 (6), that she had not assented to the devolution of the property. The purchaser would not, of course, be concerned with the administration of the proceeds of sale.

DEVISE IN UNDIVIDED SHARES—TITLE—L.P.A., 1925, S. 34 (3).

1049. *Q.* A testator who died in 1927 by will appointed his two daughters, A and B, and his daughter-in-law, C, executors and trustees and bequeathed a leasehold house (the lease of which expires in 1951), together with a sinking fund insurance policy in respect of the said house, to the said A and B during their joint lives and to the survivor absolutely. He also left the residue of his estate (all personalty) after payment of debts, etc., to his trustees upon trust for investment and to pay the income to A only for life, and after her decease in trust for the children of C in equal shares. Section 34 (3) of the L.P.A., 1925, enacts that a bequest of this sort shall operate as a bequest of the land *to the trustees* of the will for the purposes of the S.L.A., 1925, or, if there are no *such* trustees (they are not appointed as such by the will) to the personal representatives of the testator in each case, upon the statutory trusts. The will has not yet been proved, but it is suggested that all three executors should prove it, and that the title to the leasehold house and sinking fund policy should be put in order, when the estate is cleared, by *an assent* under s. 36 of the A.E.A., 1925, from the three executors or personal representatives *to the two life tenants*, A and B (and not to the three trustees) as trustees for sale.

(1) Would this method enable a satisfactory title to be given to a purchaser? or

(2) Would it be better if A and B alone proved the will and then assented to themselves as trustees for sale? or

(3) Should a vesting deed be executed under the S.L.A., 1925? or

(4) How otherwise would the title be best put in order?

(5) It is assumed that nothing need be done with reference to the residuary trust fund except an appointment of new rtustees when the occasion required.

A. The course suggested in either (1) or (2) would be proper.

(3) The land is not settled land. There is no provision applicable to post-1925 limitations which would have the like affect to the new para. 4 introduced by the L.P. (Am.) A., 1926, Sched.

(4) See (1) and (2).

(5) Agreed.

LEGAL CHARGE AND MORTGAGE SECURED BY A TERM VESTED IN THE SAME PERSONS—MERGER—TITLE.

1050. *Q.* A mortgages Blackacre to B by way of legal charge. Subsequently A mortgages Blackacre subject to the first mortgage and Whiteacre—which is subject to a first mortgage in favour of C—to B. B is now transferring his first mortgage on Blackacre to D. Is there merger of B's first and second mortgages on Blackacre, and, if so, should B in his transfer to D expressly postpone as regards his second mortgage on Blackacre?

A. This question raises a point of some novelty, but since a mortgagee by way of legal charge takes no estate in the land, the opinion is here given that there is nothing to merge. It might be prudent, however, to provide expressly on the transfer of B's rights as mortgagee by way of legal charge to D, that B's rights in respect of the second mortgage shall be postponed to D's rights under the transferred charge. D presumably will hold the title deeds, with the benefit of the

L.P.A., 1925, s. 13. It is assumed for the purposes of the above answer that B's second mortgage was by demise or under s. 85 (2) of the L.P.A., 1925.

RENT RESTRICTION ACTS.

1051. *Q.* A house and shop within the Rent Restriction Acts was, in 1913, let to a limited company on an annual tenancy, one of the terms of the agreement being that the premises should not be assigned or underlet except as a furnished house or as furnished apartments without the landlord's consent in writing, with power of re-entry on breach of this provision. The company's manager has occupied the house from the commencement of the tenancy, and it has now come to the landlord's knowledge that the company, in July, 1925, entered into an agreement with the present manager (who is sales manager for the district), whereby (*inter alia*) the manager agrees to refund to the company the amount they are liable to pay as tenants for rent, rates, taxes and repairs. The manager acknowledges in the agreement that he occupies the shop and premises as the company's servant, and the residential portion for the more efficient discharge of his duties—that control and possession of the shop and premises shall be deemed to remain with the company. The agreement is terminable on one week's notice on either side. Does this agreement constitute a breach of the terms of the agreement to let, and what, if any, remedy has the landlord ?

A. The correct answer to this query appears to us to depend on the exact nature of the occupation of the company's manager, and this must necessarily depend on the exact terms of his occupation. Where there is occupation by a servant, such occupation may be as tenant, or merely as servant without the creation of the relationship of landlord and tenant. The nature of such occupation is somewhat difficult to determine, but the following tests are to be applied :—Where it is necessary for the due performance of his duties that a servant should occupy premises, or where he is *required* to occupy them for the more satisfactory performance of his duties, although such residence may not be necessary for that purpose, the servant will be deemed to be in occupation as a servant and not as a tenant ; where on the other hand, the servant is *permitted* to occupy the premises, he will be deemed to occupy as a tenant and not a servant. In the case in question, the sales manager would appear to us to be a tenant of the house since he is apparently only *permitted* and not required to occupy the house, and since further he is under the obligation to pay a rent, to his employers. On the other hand, inasmuch as a tenancy cannot be created unless *exclusive* possession is given to the tenant, and inasmuch as the agreement clearly states that control and possession of the premises are to be deemed to remain with the company, the occupation may not be occupation as a tenant, but merely *as a servant.* The agreement, however, is not necessarily conclusive, since it may merely amount to a cloak, and it is therefore necessary to discover what is *in fact* the real nature of the occupation. Even though the manager may occupy the house *as tenant,* it is hardly likely that his occupation of the shop is of the same character. The shop is presumably the company's shop, and it is more than probable that the statement in the agreement as to the retention of control and possession of the premises by the company, applies at any rate to the shop. If we are correct in this contention, then clearly no breach of covenant can have been committed since the tenancy agreement prohibits the assignment or sub-letting, *but not the parting with the possession of the premises.* Further, the agreement does not prohibit expressly the assignment or underletting of part and it has been held that assigning or under-letting a part of the demised premises is no breach of a general covenant against assignment or underletting : *Church* v. *Brown,* 1808, 15 Ves. 258, 265 ; *Russell* v. *Beecham,* 1924, 1 K.B. 525. Hence it seems that no breach of the terms of the agreement has been committed.

Reviews.

Notable British Trials. The Trial of Adelaide Bartlett, by Sir JOHN P. HALL, Bt. William Hodge & Co., Ltd. 402 pp.

The introduction in this book is the best account I have ever read of the trial of Mrs. Bartlett. It makes excellent reading. There is always a peculiar fascination about a trial for murder by poisoning. A comparison of the different poisoning trials affords much food for speculation and reflection. The case of Adelaide Bartlett is one which presents several features of very unusual interest. For instance, it is not one of those cases of slow poisoning, but on the other hand, the startling suddenness of Mr. Bartlett's end, after he had been getting steadily better, is very baffling. There seemed to be an almost general consensus of opinion among the doctors present at the post-mortem examination of the body that there were strong signs of chloroform in the stomach. How did it get there ? We know that Mr. Dyson procured chloroform for Mrs. Bartlett. There seems some reason to believe that it was in the room on the fatal night. There seems to have been no evidence one way or the other as to whether or not Mr. Bartlett knew it was in the room or ever knew his wife had got it. There seems to be a lot of evidence that he trusted her implicitly in everything and there also seems to have been some evidence that he had allowed her to try medical experiments upon him during his long illness. Is there a possible theory that has never so far, as I know, been suggested by anyone before, that he allowed her to try the experiment of deadening any pain or discomfort he was feeling after his heavy meal by rendering him partially unconscious with a whiff of chloroform and then, while he was in that state, giving him some more to drink ? It is quite inconceivable that he drank it himself or that she forced him to drink it while he was wholly conscious, for the pain of swallowing, even a little, in the liquid form, would have led to his vomiting, and there would have been a redness observable in his gullet at the autopsy, which we are definitely told by the doctors was not present. Did she, on the other hand, quite innocently give it him while half asleep and partially unconscious in the hope that she would give him a nice long restful sleep, and when she found that he was in fact dead, through fear, conceal what she had done ? The position of his body after death indicates that what was found in his stomach must have got there while he was in a state of at least partial unconsciousness. Moreover, Mrs. Bartlett appears to have had a very small motive for murdering her husband. If she loved Dyson she could have as much of him as she liked under her husband's eyes and with his full approval, and with her husband's queer views as to their sex relationship, and his discussion with Dyson about " a wife for companionship and one for service," and our knowledge that she was only a wife for companionship to him, and that Dyson was with his approval admitted to the greatest intimacy with her, one considers why the good lady should have wished to poison such a complacent lord and master. Thanks to the skill of Sir Edward Clarke she was acquitted, but I cannot help feeling myself with Sir James Paget, that in the interests of science, I do wish she had told us after the trial was all over, how she did it. M.

The Home Lawyer. First Aid in Legal Difficulties. ALFRED FELLOWS, B.A., Barrister-at-Law. 1927. Third Edition. Crown 8vo. 127 pp. (with Index). Fleetgate Publications (" Daily News " Books Department), Lombard-lane, Bouverie-street, E.C.4. 1s. net.

The first edition of this book appeared in 1916, and the author is careful to point out in the preface that he offers " first aid " only, and in cases where litigation is probable he urges early recourse to the family practitioner.

It is not, therefore, a book addressed to the profession. It contains, however, a good deal of useful information clearly and concisely stated on a variety of points arising in matters of everyday life. There is some sensible advice as to dormant funds in chancery on p. 106, and as to the erroneous doctrine

of "findings—keepings" on p. 107. The question not infrequently arises as to when rent "payable quarterly in advance" becomes "in arrear," and this is explained on p. 6. Such domestic matters as the engagement and dismissal of servants, the buying and selling of bread, milk, etc., the relations of husband and wife, parent and child, are discussed in simple language and suggest that this little book should prove a useful guide in such matters to every householder. H.

Books Received.

The History of Contempt of Court: The Form of Trial and the Mode of Punishment. Sir JOHN C. FOX, late Senior Master of the Supreme Court, Chancery Division. 1927. Demy 8vo. pp. xxiii and (with Index) 252. The Clarendon Press, Oxford. 16s. net.

The Yearly Supreme Court Practice, 1928. Being the Judicature Acts and Rules and other Statutes and Orders relating to the Practice of the Supreme Court, with Practical Notes. Sir WILLES CHITTY, Bart., K.C., Bencher of the Inner Temple, and H. C. MARKS, Barrister-at-Law, assisted by F. C. ALLAWAY, of the Chancery Division. Demy 8vo. In two volumes. Vol. I, pp. ccccIxxviii, 1463 and (Index to both volumes) 415. Vol. II, pp. vi and 1501 to 2251, with duplicate Index (415 pp.). Butterworth & Co. (Publishers), Ltd., Bell Yard, Temple Bar. Thick Edition, 40s. net. Thin Edition, 45s. net.

The Lawyer's Remembrancer and Pocket Book. ARTHUR POWELL, K.C. Revised Edition for 1928 by W. S. JONES, Solicitor, and DEREK C. BAKER, M.A., LL.B., Barrister-at-Law. Demy 18mo. 212 pp. and Diary. Butterworth & Co. (Publishers), Ltd., Bell Yard, Temple Bar. Ordinary Edition, 5s. Special Edition, 10s. Edition de Luxe, 15s. (net).

An Historical Introduction to the Land Law. W. S. HOLDSWORTH, K.C., D.C.L., F.B.A., Vinerian Professor of English Law in the University of Oxford. 1927. Demy 8vo. pp. xxiv and (with Index) 339. The Clarendon Press, Oxford. 15s. net.

Obituary.

MR. G. LORT STOKES.

Mr. George Lort Stokes, of the firm of Stokes & Stokes, solicitors, Tenby, passed away on Thursday, the 17th November, at the age of fifty-two. Mr. Stokes was admitted in 1898 and succeeded his father, the senior partner in the firm, Mr. Charles Williams Rees Stokes, as town clerk and clerk to the justices of the Borough of Tenby.

MR. H. BRANDON, K.C.

Mr. Harold Brandon, K.C., died on Thursday, the 17th November, at the comparatively early age of fifty-seven. He was called to the Bar in 1897, took silk in 1926 and enjoyed a considerable practice.

MR. G. WALLACE, K.C.

Mr. George Wallace, K.C., M.A. (Cantab), unexpectedly passed away at his residence, 26, Ladbroke Gardens, W.11, on Thursday the 24th ult., at the age of seventy-three. The eldest son of the late Rev. T. S. Wallace, M.A. Incumbent of St. Pauls, Bolton, he was born in 1854, and educated at the Clergy Orphan (now St. Edmund's) School, Canterbury, and at Jesus College, Cambridge, taking his degree in 1876. He was called to the Bar by Lincolns Inn, in 1879, but later joined the Middle Temple of which he was elected a bencher. He took silk in 1910, and was joint author of "Roberts and Wallace on The Duty and Liability of Employers," the fourth edition of which was published in 1908. H.

Court of Appeal.

No. 1.

Palmolive Co. (of England) *v.* Freedman.

18th, 19th and 20th October, 14th November.

PROPRIETARY ARTICLE—MANUFACTURER AND SHOPKEEPER—AGREEMENT FOR MAINTENANCE OF PRICES—VALIDITY—PUBLIC POLICY—REASONABLENESS AS BETWEEN PARTIES CONCERNED.

An agreement between a manufacturer and a retail trader not to sell the goods of the latter below a certain price is not necessarily void, as inflicting a hardship upon ultimate purchasers, and so being against public policy. Such an agreement, if fair and reasonable in itself, is not necessarily against public interest. Attorney-General of Australia *v.* Adelaide Steamship Co., 1913, A.C. 781.

When such an agreement was in respect of the sale of certain soaps and toilet articles, Sargant, L.J., thought that it was unreasonable, as being for the whole lifetime of the retail trader, and as enabling prices to be fixed arbitrarily by the manufacturers, but Lord Hanworth, M.R., and Lawrence, L.J., held that as the retail trader was not precluded from selling similar articles of other manufacturers, nor compelled to take any particular quantities of the goods in question, and as the agreement was not in respect of goods absolutely vital to the community, the contract, even as affecting the parties themselves, was reasonable, and could be enforced by this court.

Appeal from a decision of Astbury J. (71 SOL. J., 651; 96 L.J., Ch. 402).

The appellant was the owner of a number of branch shops, and on 24th August, 1926, he purchased from the respondents 144 dozen of Palmolive soap, and signed an agreement in the form usually required by the respondents that he would not sell their soap to retailers and customers below the price specified in the agreement. The price fixed by the agreement for Palmolive soap was 6d. a tablet. He subsequently purchased another twelve gross and signed a similar agreement. The respondents discovered that the appellant was selling the soap at 5d. a tablet. The appellant claimed that he was not bound by the agreement, and said that he did not propose to abide by it, because if he did he would be guilty of profiteering. He said that the profits he would make would be so exorbitant that it would amount to robbing the public. He later challenged the respondents to bring an action. The respondents issued a writ and moved for an injunction. The appellant submitted that the agreement was one in restraint of trade, contrary to public policy, and void. Astbury, J., held that the defences failed and granted an injunction. The appellant appealed.

THE COURT, by a majority (Lord Justice SARGANT dissenting) dismissed the appeal.

Lord HANWORTH, M.R., said that the points involved in the appeal were (1) whether the agreement was against public policy, in that it maintained prices, and (2) whether it was so unreasonable between the parties themselves, that it could not be upheld. Agreements to maintain prices had been upheld in a number of cases, as in the *North-Western Salt Company, Limited* v. *The Electrolytic Alkali Company, Limited*, 58 SOL. J. 338; 1914, A.C. 461, where Lord Moulton said that it was a hopeless task to argue that such a contract was, *ex facie*, against public policy. In *Rex and Attorney-General of Australia* v. *Adelaide Steamship Company*, 1913, A.C. 781, Lord Parker delivered the judgment of the House of Lords. He said that the Crown could not rely upon the mere intention to raise prices as proving an intention to injure the public. He also gave expression to the wider considerations which applied, even from the public point of view, as, for instance, the obtaining of fair remuneration for capital and labour so as to prevent business being carried on at a loss and wages being reduced to a minimum. Lord Parker further said that

their lordships knew of no case in which a restraint, reasonable in the interest of the parties, had been held unenforceable because it involved some injury to the public. Concluding his judgment in the famous case of *Mitchell* v. *Reynolds*, 1 P. Wms. 181; 1 Smith's L.C., 469, Lord Macclesfield said:—"In all restraints of trade where nothing more appears the law presumes them bad; but if the circumstances are set forth the presumption is excluded, and the court is to judge of those circumstances and determine accordingly; and if upon them it appears to be a just and honest contract, it ought to be maintained." That statement gave a wider range and greater flexibility to the considerations to be weighed than appeared in some of the later decisions. It was clear that a contract involving restraint of trade, and in particular the maintenance of prices, was not necessarily bad. There must be consideration for the contract, even though its adequacy would not be inquired into, and the restraint must be reasonable. As Lord Macnaghten said in *Nordenfeldt* v. *Maxim Nordenfeldt Guns and Ammunition Company*, 1894, A.C. 565, the restraint must be reasonable both "in reference to the interests of the parties concerned and reasonable in reference to the interest of the public, so framed and guarded as to afford adequate protection to the party in whose favour it is imposed, while at the same time it is no way injurious to the public." As Lord Parker said in the *Adelaide Steamship Case*, *supra*, 1913, A.C., at p. 797:—"It is really a question of public policy, and not a question of fact, upon which evidence of the actual or probable consequences—if the contract be carried into effect—is admissible." To him (the Master of the Rolls) it seemed from those authorities that slight evidence only was needed to justify an agreement to maintain prices, the court regarding the parties as the best judges of what was reasonable as between themselves (see per Lord Haldane in the *North-Western Salt Case*), 1914, A.C., at p. 471. The real question was whether the scope and terms of the present agreement were reasonable, and the appellant, who had entered into it, must justify his changed attitude. He (the Master of the Rolls) attached no significance to the point that it covered, in respect of those particular goods, all sources of supply; to make the agreement effective it must necessarily do that. But it did not cover the whole trade of the appellant. It did not preclude his selling the goods of other manufacturers, even in that particular line. It did not enforce a general restraint. It related only to a few proprietary articles. There was no definite evidence as to the *quantum* of the respondents' articles sold by the appellant, nor as to the percentage of those articles in the appellant's turnover. But it would seem that not much inconvenience would be caused to the appellant if he never sold any more of the respondents' goods. The agreement seemed, therefore, to be reasonable, and the appeal would be dismissed.

Lord Justice LAWRENCE delivered judgment to the same effect. Lord Justice SARGANT, while rejecting the contention that the agreement, as an agreement to maintain prices, was necessarily against public policy, thought that the terms of the agreement, as between the parties concerned, was unreasonable. It was for the whole lifetime of the appellant, and it gave the respondents the right to fix prices as and when they might choose.

COUNSEL: *Archer*, K.C., and *P. B. Morle*, for the appellant; *Jowitt*, K.C., and *Courtney Terrell*, for the respondents.

SOLICITORS: *Armitage & Craig; Stock & Slater.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Royal Antediluvian Order of Buffaloes *v.* P. D. Owens (H.M. Inspector of Taxes).

Rowlatt, J. 24th, 25th November.

REVENUE — UNREGISTERED FRIENDLY SOCIETY — CONVALESCENT HOME ESTABLISHED—ASSESSED UNDER SCHED. A FOR INCOME TAX—APPEAL FROM DECISION OF GENERAL COMMISSIONERS OF INCOME TAX—WHETHER CONVALESCENT HOME IS A HOSPITAL—ELEEMOSYNARY CHARACTER—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), Sched. A, No. VI, r. 1 (*c*).

A convalescent home was established by an unregistered friendly society for the benefit of its members, only a very limited number of whom, in view of the large membership, would be benefited. It was held by the General Commissioners of Income Tax for the district that the home was not a hospital within the meaning of No. VI, r. 1 (c) of Sched. A of the Income Tax Act, 1918, and that it had been rightly assessed to income tax under the Act.

Held, on appeal, that the home was an eleemosynary establishment; that the patients must be regarded as enjoying the amenities of the hospital by the charity of the Order as a whole.

Held, also that in these circumstances and upon the facts of the case the establishment was a hospital within the meaning of Sched. A and entitled to the tax allowances therein specified.

The appellants in this case, the Royal Antediluvian Order of Buffaloes, appealed against a decision of the General Commissioners of Income Tax for the Droitwich Division, who had held that a convalescent home belonging to and maintained by the Order for the benefit of its members was not exempt from income tax under Sched. A of the Income Tax Act, 1918. At a meeting of the Commissioners held on the 21st December, 1926, the appellants appealed against an assessment for the year ended the 5th April, 1924, in the sum of £180 gross (£146 10s. net) in respect of certain premises called "Holmwood," at Redditch, owned by them. The ground of appeal was that "Holmwood" which was used as a convalescent home was a hospital within r. 1 (*c*) of No. VI of Sched. A and entitled to an allowance on the amount of the tax as provided therein. The Order of Buffaloes is an unregistered friendly society, with an estimated membership of over 2,000,000, fully 90 per cent. of whom are working men. The principal objects of the Order are the relief of distressed members and the widows and orphans of members, and the promotion of social intercourse and recreation. The contributions of the members are apportioned to various funds. "Holmwood" was bought for £5,000 and £1,375 was paid for fittings. In 1922 additional land was purchased for £1,800. A general appeal was made to all the members of the Order by the Grand Council to subscribe to pay the balance of the purchase money, part of which had been allowed to remain on mortgage, and £5,242 was contributed. A considerable sum was expended to enable "Holmwood" to be opened and carried on, and the Grand Council lent the "Holmwood" account £4,750. Twenty beds were provided and there was room for ten more. The railway fares of patients were paid by the Order, and no expense was incurred by them while in the Home. There was a staff of nurses and servants, and the services of doctors and a dentist were given voluntarily. The Home had been treated as a hospital by the Redditch Urban District Council, and the assessment reduced from £138 to £67 a year. The Commissioners dismissed the appeal on the ground that "Holmwood" was not a hospital within the meaning of the rule. Counsel for the plaintiffs submitted that the Home was plainly a hospital within the meaning of the Act. One had to see if it was a place for sick persons and was of an eleemosynary character. He referred to *Needham* v. *Bowers*, 21 Q.B.D. 436; *Cawse* v. *The Committee of the Nottingham Lunatic Hospital*, 1891, 1 Q.B. 585; *Trustees of the Mary Clark Home* v. *Anderson*, 1904, 2 K.B. 645; and *The Commissioners of Inland Revenue* v. *The Society for the Relief of Widows and Orphans of Medical Men*, 11 Tax Cases, Part I, 1. Counsel for the Crown contended that it looked as if the word "hospital" connoted something held under a trust for charitable purposes. It was quite clear that the Order was not a charitable society, if it had been there would have been certain exemption under the Act of 1921. Further, if the society was a charitable institution the trusts on which the land was conveyed should have given rise to that inference.

The fact that the patients were supported by the fellow members of their society did not make it charitable; the ordinary nursing home was a private institution, not a hospital. He also submitted that a hospital must be in the nature of a permanent foundation, while in the present case the so-called hospital might be converted to-morrow into another use for the society. He contended that it was a simple case of private property seeking to claim exemption, and a decision in their favour would be a dangerous extension. He referred to *Blake* v. *Mayor, etc., of London*, 2 Tax Cases, 209; *The Trustees of the Cardinal Vaughan Memorial School* v. *H. E. Ryall*, 7 Tax Cases, 611; *The Birkenhead School, Ltd.* v. *Dring*, 11 Tax Cases, 273; *Sulley* v. *Royal College of Surgeons, Edinburgh*, 3 Tax Cases, 173; and *Maughan* v. *Free Church of Scotland*, 3 Tax Cases, 207. Counsel for the plaintiffs, replying, submitted that in Counsel for the Crown's contention it was apparently necessary to add to the words of the Act "vested in or belonging to trustees for charitable purposes only."

ROWLATT, J., giving judgment, referred to the facts and Counsel's argument, and said that he had to say whether the Home lost the benefit of the rule by reason of the nature of its support and of the classes of persons who received treatment in it, and to decide whether there was any limitation of the word "hospital" which covered the present case. Upon the authorities there appeared to be this limitation, that there must be some charitable or eleemosynary element about the maintenance of the hospital to bring it within the rule. An institution supported by the payments of the patients was not a hospital within the rule. Dealing with Counsel for the Crown's contention, that the Home might be converted into another use, his Lordship said that it was true that no trust provided for the permanent user of the premises as a hospital, but, as a practical matter, the place having been obtained by subscription for use as a convalescent home, the Order would have difficulty in stopping those activities, disposing of the property, and throwing the profits into their general funds. The Home would be used as a hospital for an indefinite period. In his opinion the correct view was that the Home was an eleemosynary establishment maintained by the Order for the benefit of a few out of its large number of members. The patients must be regarded as enjoying the amenities of the hospital by the charity of the Order as a whole or by that of their fellow members. It was a border-line case, but he thought that the appeal must be allowed, with costs.

COUNSEL: *Latter*, K.C., *N. J. Laski* and *P. R. Barry* for the appellants; *The Solicitor-General* (Sir Thomas Inskip, K.C.) and *R. P. Hills* for the respondent.

SOLICITORS: *Mawby & Barrie*, for *Walker & Goldstraw*, Stockport; *Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Our County Court Letter.

DAMAGE TO LAMP POSTS.

MOTOR lorries are often responsible for the above, and the local authority or public utility company has a choice of remedies. Unless a special Act is in force in the district, proceedings may be taken before the magistrates under the Gas Works Clauses Act, 1847, s. 20, viz.: "Every person who shall carelessly or accidentally break, throw down or damage any pipe, pillar or lamp belonging to the undertakers, or under their control, shall pay such sum of money by way of satisfaction to the undertakers for the damage done, not exceeding £5, as any two justices or the sheriff shall think reasonable." It will be noticed that the above remedy is against the person who does the damage. If the driver's employer be summoned, objection should therefore be taken that there is no case to answer, and the magistrates (if rightly advised) should dismiss the case. The above remedy is also of no avail if the damage done exceeds £5. In that event an action may be brought in the County Court as in *Crystal Palace Gas Company* v. *Idris and Co.*, 16 T.L.R. 180; 64 J.P. 452. By reason of the negligent driving of one of the defendants' servants, injury was caused to a lamp post, and the plaintiffs recovered judgment. The defendants appealed on the ground that the common law remedy was ousted by the above section. The Divisional Court (CHANNELL and BUCKNILL, JJ.) dismissed the appeal, and held that the action could be maintained, and was not excluded by the summary remedy given by the above section.

The Electric Lighting Act, 1882, s. 12, incorporates the above section, and damage to electric light standards may therefore be sued for in the same way as damage to lamp posts. Although neither of these sections excludes the common law remedy, a choice must be made between the two, as they are not cumulative. In *Birmingham Corporation* v. *Allsopp and Sons Limited*, 35 T.L.R. 24; 119 L.T. 775, one of the defendants' motor lorries collided with a section box, and did damage to the amount of £29 11s. 1d. The corporation recovered £5 and 15s. 6d. costs, before the magistrates, and then sued in the County Court for the balance, £24 11s. 1d. The defendants relied on the words "by way of satisfaction" in s. 20, and pleaded estoppel and *res judicata*. Judgment was given for the corporation, however, in reliance on the *Crystal Palace Case*. The Divisional Court reversed this decision. ROWLATT, J., pointed out that the *Crystal Palace Case* did not go so far as deciding that a local authority could first recover a penalty in a summary manner, and then bring an action for the remainder of the damage. Any sum awarded by magistrates under the above section is awarded (in the words of the section) "by way of satisfaction." MCCARDIE, J., observed (*a*) that the Corporation had the option to proceed under the section without proving negligence, and having done so, they must take the amount awarded in full satisfaction; (*b*) it would be highly inconvenient that a second set of costs should be incurred in order that the corporation might, as plaintiffs, recover additional damages in the County Court.

While it is necessary to prove negligence in enforcing the common law remedy in the County Court, there is a statutory exemption from that necessity in regard to the analogous subject of damage to fire alarm posts. In *Postmaster-General* v. *Beck & Pollitzer*, 1924, 2 K.B. 308, an action was brought in the City of London Court to recover £15 16s. 9d., as compensation for injury to a fire alarm post under the Telegraph Act, 1878, s. 8, viz.: "Where any undertaker, body or person, by themselves or their agents, destroy or injure any telegraphic line of the Postmaster-General, such undertakers, body or person shall . . . be liable to pay to the Postmaster-General such expenses (if any) as he may incur in making good the said destruction or injury." A servant of the defendants, in the course of his duty, was driving a motor lorry along Galleons Road, N. Woolwich, and the lorry came into contact with and damaged a fire alarm post forming part of a telegraph line. The plaintiff (who admitted that neither the defendants nor their servant were guilty of any negligence) obtained a judgment, which was upheld in the Divisional Court. The Court of Appeal also affirmed the judgment. BANKES, L.J., stated that the word "person" was not confined to land-owners and public bodies having special statutory rights, but must be read in its ordinary and unrestricted sense. SCRUTTON and ATKIN, L.JJ., reserved for future decision the question as to what the position would be if the injury had not been directly caused by any act of the servant, e.g., if the defendants' lorry had been forced against the post by another vehicle, or if the machinery of the lorry (or the horse drawing it) had got out of control.

A curious feature of the statutes is that a damaged electric light standard ranks in law—under the summary jurisdiction—as a gas lamp post. It will be interesting to observe how long the electricity authorities will permit this state of affairs to continue.

Societies.

United Law Society.

A meeting of the society was held in the Middle Temple Common Room, on Monday, the 21st ult., Mr. G. Bull in the chair. Mr. J. MacMillan opened: "That in the opinion of this House a person who deliberately teaches his parrot to make defamatory remarks about another may become liable to an action for libel or slander, if the parrot publishes those remarks." Mr. C. Duveen opposed. There also spoke Messrs. Hughes, Taylor, Bell, Brewis, Redfern, Glen Craske, Ashley and Tebbutt. The opener having replied, the motion was put to the house and carried by nine votes.

Law Students' Debating Society.

At a meeting of the society held at the Law Society's Hall, on Tuesday, 29th ult. (chairman, Mr. H. Shanly), the subject for debate was: "That this House deplores the decay of religion in this country." Mr. P. H. M. Oppenheimer opened in the affirmative, and Mr. F. Burgis opened in the negative.

The following members also spoke: Messrs. P. R. Kimber C. F. S. Spurrell, C. Binney, W. M. Pleadwell, T. H. Jessup, E. G. M. Fletcher, J. M. Glover, L. G. Tucker, J. Buller, R. S. Gardner, and J. Spring. The opener having replied, the motion was lost by seven votes. There were twenty-three members and two visitors present.

A dance will be held at the Law Society's Hall, Chancery-lane, W.C.2 (by kind permission of the Council of the Law Society), on Friday, the 16th inst., at 8.30 p.m., to 1 a.m., Clifford Essex band. Tickets 10s. 6d. single, £1 double, may be obtained from the cashier at the office of the Law Society, Bell-yard, W.C.2.

University of London.

An advanced lecture on "Case Law," will be given at University College, London, by the Hon. Mr. Justice McCardie, at 5.30 p.m., on Wednesday next, the 7th inst., when the chair will be taken by Prof. Edward Jenks, D.C.L., LL.B., M.A. (Professor of English Law in the University).

In Parliament.

Questions to Ministers.

THE OSCAR SLATER CASE.

Replying to Mr. E. Brown (L., Leith), the LORD ADVOCATE (Mr. W. Watson) said: "Until the Secretary for Scotland has received any petition which may be presented to him on behalf of Oscar Slater, and has considered the nature of the averments by which it is supported, he will not be in a position to decide as to the form and scope of the reference to the Scottish Court of Criminal Appeal.

RAIDS ON NIGHT CLUBS.

Sir W. Joynson-Hicks, replying to Lieut.-Com. Kenworthy (Hull, Central, Lab.), said: "I am informed that during the year ended 31st October last, twenty-two clubs that may be described as night clubs were raided, and the same number of prosecutions took place. All these clubs have been closed as a result of prosecution. I may mention that thirteen other clubs have also been closed. I am unable to say that if more powers were given by Parliament more effective measures could not be taken."

POLICE PROMOTION AND ARRESTS.

Sir W. Joynson-Hicks, Home Secretary (Twickenham), informed Captain A. Evans (Cardiff, S., U.) that promotion in the police force was not in any way governed by the number and nature of an officer's arrests.

CANDIDATES' ELECTION EXPENSES.

Replying to Mr. H. Williams (Reading, U.) and Mr. Harmsworth (Isle of Thanet, U.), Mr. BALDWIN said it would be premature to make any statement with regard to the provisions of the forthcoming Representation of the People Bill, but the question of the reduction in the expenditure which candidates might incur per elector so as to avoid the large increase in expenditure which would otherwise arise as a result of the proposed increase in the electorate would be considered.

STATE LOTTERIES.

In a written Parliamentary reply to Commander Bellairs, who asked whether, in view of the fact that Westminster Bridge was built by the proceeds of a lottery held in 1736, the Government would consider a similar method of raising the necessary funds for the proposed Charing Cross Bridge and other bridges, the Prime Minister states: "I do not think my hon, and gallant friend's suggestion would find much favour."

THE ALTERNATIVE VOTE.

Sir F. SANDERSON (Darwen, U.) asked the Prime Minister whether he would consider during the lifetime of the present Parliament introducing legislation to provide for the use of the alternative vote at the next General Election, so that any Government, which was returned might have a majority representation.

Mr. BALDWIN, Prime Minister (Bewdley).—No, sir.

Mr. HARRIS (Bethnal Green, S.W., L.).—Would the right hon. gentleman consider the question of appointing a Committee of inquiry on the lines of the Speaker's Conference during the War Parliament?

Mr. BALDWIN.—I do not see any advantage in that.

Rules and Orders.

THE LOCAL LAND CHARGES RULES, 1927.
DATED SEPTEMBER 22, 1927.

(*Continued from page* 915.)

First Schedule.

REQUISITION FOR AN OFFICIAL SEARCH.

Form L.L.C.1. Official Number

Name of Local Authority

A search in *Part* *of* the Register of Local Land Charges of the above-named Authority is required for subsisting entries against the land defined in the enclosed plan.

described below.

Description of land sufficient to enable it to be identified.

Signature of Applicant
(or of his Solicitor)
Address

Date

OFFICIAL CERTIFICATE OF SEARCH.

The search in *Part* *of* the Register of Local Land Charges of the above-named Authority against the land specified in the *plan accompanying* the above requisition reveals up to and including the day named hereunder { no subsisting entries. / the subsisting entries set out in the Schedule attached hereto.

Signature of Local Registrar

Date

Note.—The duplicate of this form must also be filled up.

Form L.L.C.1(A).

SCHEDULE TO OFFICIAL CERTIFICATE OF SEARCH.

Official Number

Name of Local Authority

Signature of Local Registrar

PART I.—REGISTER OF GENERAL FINANCIAL CHARGES.

Nature of charge, and reference to statute and (where in the opinion of the local registrar expedient) section, order, scheme, instrument or resolution under which proposed to be acquired. 1.	Where charge registered on behalf of another local authority, name of that authority. 2.	Date of registration. 3.

PART II.—REGISTER OF SPECIFIC FINANCIAL CHARGES AND PRIORITY NOTICES RELATING THERETO.

Nature of charge, and reference to statute, and (where in the opinion of the local registrar expedient) section, order, scheme, instrument or resolution under which acquired, or, in the case of a priority notice, nature of contemplated charge. 1.	Where charge or priority notice registered on behalf of another local authority, name of that authority. 2.	Date of charge. 3.

Date of registration of charge or priority notice. 4.	Amount of charge, or, where interest is payable, the amount of the original charge and the rate of interest thereon. 5.	Date of last payment. 6.	Balance of original charge outstanding at date of last payment. 7.

PART III.—REGISTER OF TOWN PLANNING PROHIBITIONS OR RESTRICTIONS.

(*a*) Town Planning Schemes in course of preparation and Priority Notices relating thereto.

Particulars of any entry in the register of any resolution or authority to prepare or adopt a town planning scheme affecting the land in respect of which the search is made, and of approval of the Minister of Health, if any, or in the case of a priority notice, nature of the contemplated charge. 1.	Particulars of any entry in the register of any special or general order of the Minister of Health in force under section 4 of the Town Planning Act, 1925, affecting the land in respect of which the search is made 2.	Place at which any map or any statement or draft of any proposed provisions of the scheme referred to in the resolution, approval, authority or order (or a certified copy of such portion of the same as relates to the district of the authority in whose register search is requested) may be inspected. 3.	Date of registration of charge or priority notice. 4.

(*b*) Town Planning Schemes in operation.

Particulars of any entry in the register of any town planning scheme affecting the land in respect of which the search is made. 1.	Place at which any map referred to in the scheme (or a certified copy of the portion of the map relating to the district of the authority in whose register search is requested) and any orders, consents, approvals or agreements made, given, or entered into under or by virtue of the scheme by the responsible authority under the scheme and containing prohibitions or restrictions on the user or mode of user of land or buildings binding on successive owners of land or buildings in the said district, may be inspected. 2.	Date of registration of charge. 3.

PART IV.—REGISTER OF OTHER PROHIBITIONS OR RESTRICTIONS AND PRIORITY NOTICES RELATING THERETO.

Nature of prohibition or restriction and reference to order, scheme, instrument, resolution, covenant, agreement, or other document, including the statute under or by virtue of which the prohibition or restriction is created or enforceable, sufficient to show the effect of the prohibition or restriction, or in the case of a priority notice, nature of the contemplated charge. 1.	Where prohibition or restriction or priority notice registered on behalf of another local authority, name of that authority. 2.	Place at which any document referred to in column 1, other than a public general statute, may be inspected. 3.	Date of registration of charge or priority notice. 4.

Second Schedule.

LAND CHARGES ACT, 1925,

as amended by the Law of Property (Amendment) Act, 1926.

LOCAL LAND CHARGES.

Fee Order.

Fees shall be paid under the Act :—

	s.	*d.*
1. Registration of a local land charge, where application is made by one local authority to the local registrar of another, or where a priority notice relating thereto is given by one local authority to the local registrar of another :—		
(i) in Parts I and III of the register, per entry	20	0
(ii) in Parts II and IV of the register, per entry	1	6
2. Modification of entry (including any substitution of one order for another or any entry of an additional order or notice in pursuance of paragraphs (2) and (3) of Rule 6, or the entry of a local land charge pursuant to a priority notice) or cancellation of entry, where application is made by one local authority to the local registrar of another	1	6
3. Entry of reduction of a charge, where application is made by one local authority to the local registrar of another	1	0
4. Personal search in the whole or any Part of the register	2	0
and in addition in respect of each parcel of land above one, where the search extends to several parcels of land	1	0
5. Official Search (including issue of certificate) in any one Part of the register	2	0
in the whole of the register	5	0
and in addition in respect of each parcel of land above one, where several parcels are included in the same requisition, whether the requisition is for search in the whole or part of the register	1	6
6. Office Copy of any entry in the register (not including a copy or extract of any plan or document filed in the registry)	2	6
7. Office Copy of any plan or other document filed in the registry, such reasonable fee as may be fixed by the local registrar according to the time and labour involved		

Unless the context otherwise requires, entry for the purposes of this Order includes all entries made or required to be made in the register in respect of the relevant charge.

" Parcel of land " for the purposes of this Order means parcel of land as defined in Rule 16. *Cave*, C.

All fees shall be prepaid.

Dated the 22nd day of September, 1927.

We, the undersigned, two of the Commissioners of His Majesty's Treasury, do hereby concur in Rule 15 of the above Rules and in the Fee Order contained in the Second Schedule thereto.

Curzon.
David Margesson.

COURT BONDS.

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Legal Notes and News.

Honours and Appointments.

THE HON. MR. JUSTICE ROWLATT, has been elected Treasurer of the Inner Temple for the year 1928, and Sir FRANCIS TAYLOR, K.C., has been elected Master of the Garden.

THE MOST HON. THE MARQUESS OF READING, P.C., G.C.B., G.C.S.I., G.C.I.E., G.C.V.O., has been elected Treasurer of the Middle Temple for the ensuing year, in succession to Mr. Alexander Macmorran, M.A., K.C.

Mr. R. E. DUMMETT, barrister-at-Law, a Metropolitan Magistrate, has been elected treasurer of the Honourable Society of Gray's Inn for the year 1928, in succession to The Right Hon. LORD MERRIVALE, who has been elected Vice-Treasurer for the same period. Mr. Dummett was called to the Bar in 1896, and was appointed a Metropolitan Magistrate in 1925.

Mr. CHAS. K. PHILLIPS, M.V.O., O.B.E., solicitor, of 20, Bedford-square, W.C.1, has been appointed Clerk to the Musicians Company, in succession to Mr. T. C. Fenwick (of the firm of Dod, Longstaffe & Fenwick, Solicitors, of 16, Berners-street, W.), who has retired. Mr. Phillips was admitted in 1911.

The King, on the recommendation of the Secretary of State for Scotland, to whom the name was submitted by the Lord Justice General, has approved of the rank and dignity of King's Counsel to His Majesty in Scotland being conferred on The Right Hon. LORD KINROSS, advocate.

Professional Announcements.

(2s. per line.)

Mr. NOEL D. PEARD, LL.B., solicitor, has been admitted a partner in the firm of Peard & Son (Mr. Hy. Terrell Peard), of Union Bank Chambers, Katherine-street, Croydon, as from the 23rd November. Mr. Noel Peard passed the Final

Examination some months ago, taking First-class Honours, when he was awarded the Clifford's Inn Prize. The firm was established by the late Mr. John Davis Peard (Law Society's Prizeman in 1862), and the name—Peard & Son— will remain unchanged.

Messrs. WOODBURN & HOLME, solicitors, Fenwick Chambers, Fenwick-street, Liverpool, announce that, owing to the approaching demolition of the buildings in which the practice has been carried on since 1878, they are removing their offices and that on and after Monday, the 28th November, their address will be 233 (Second Floor), India-buildings, Water-street, Liverpool.

THE MONEYLENDERS ACT.

Dealing with a number of applications by pawnbrokers for certificates to carry on business as moneylenders under the Moneylenders Act, 1927, Mr. H. C. A. Bingley, the Marylebone magistrate, stated that he had studied the Act and the rules relating to it, and in his view it was quite clear that each applicant must make a personal application for the certificate, independent evidence of good character of the applicant must be given, and, in the case of a company, the directors, treasurer, and secretary must attend and give evidence of good character. Mr. Stanley Attenborough, the solicitor supporting the applications, pointed out that in five other courts the magistrates had accepted the evidence of the managing director of a company, in the absence of cross-examination by the police. Mr. Bingley said that so far as he was concerned he would require the attendance of the directors, treasurer, and secretary of a company, unless he was ruled to be wrong.

The Croydon County Bench had before them this week two applications under the Moneylenders Act, 1927, for certificates to carry on business. The first applicant failed to bring evidence of character. It was also found that in both cases the wording of the preliminary advertisements in the Press was imperfect, because it did not state the place and time for the hearing of the applications. The Chairman (Sir Arthur Spurgeon) said it was essential that the public should have the information in case there were any objections to the issue of certificates. One of the applicants admitted that he had not read the Act right through, and said he assumed that having given the necessary notice to the police their inquiries would settle any question as to character. A date was fixed for renewed applications with all the omissions made good.

THE CANCER HOSPITAL.

The Committee of the Cancer Hospital (Free), Fulham-road, London, S.W.3, have opened at Messrs. Coutts & Co., 440, Strand, W.C.2, a fund for building extensions, the first part of which will be wards for "middle-income" patients, who can contribute towards their cost. Donations should be sent to the Secretary at the Hospital.

IN MEMORY OF SIR ARTHUR PEARSON.

Representatives of a number of organisations concerned with the welfare of the blind will be present at the Memorial Service to the late Sir Arthur Pearson, to be held at Holy Trinity Church, St. Marylebone, on the evening of the 9th inst. Many other distinguished people are also expected to attend, and there will be a muster of war-blinded men from St. Dunstan's, the great organisation which Sir Arthur Pearson founded during the war.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y Dec. 5	Mr. More	Mr. Hicks Beach	Mr. Ritchie	Mr. Synge
Tuesday .. 6	Jolly	Bloxam	Synge	Ritchie
Wednesday 7	Ritchie	More	Ritchie	Synge
Thursday . 8	Synge	Jolly	Synge	Ritchie
Friday 9	Hicks Beach	Ritchie	Ritchie	Synge
Saturday .. 10	Bloxam	Synge	Synge	Ritchie

Date.	Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
M'nd'y Dec. 5	Mr. Jolly	Mr. More	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 6	More	Jolly	Bloxam	Hicks Beach
Wednesday 7	Jolly	More	Hicks Beach	Bloxam
Thursday . 8	More	Jolly	Bloxam	Hicks Beach
Friday 9	Jolly	More	Hicks Beach	Bloxam
Saturday .. 10	More	Jolly	Bloxam	Hicks Beach

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 8th December, 1927.

	Middle Price 30th Nov.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	85⅜	4 14 0	—
Consols 2½%	55	4 11 0	—
War Loan 5% 1929-47	101⅛	4 19 0	4 18 9
War Loan 4½% 1925-45	96	4 13 6	4 16 6
War Loan 4% (Tax free) 1929-42	100¾	3 19 0	3 19 6
Funding 4% Loan 1960-90	85¾	4 13 0	4 14 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93¼	4 6 0	4 7 0
Conversion 4½% Loan 1940-44	96xd	4 13 6	4 16 0
Conversion 3½% Loan 1961	75	4 13 6	—
Local Loans 3% Stock 1921 or after	63⅜	4 15 0	—
Bank Stock	257	4 13 0	—
India 4½% 1950-55	92	4 17 6	4 18 6
India 3½%	71	4 18 6	—
India 3%	61	4 18 6	—
Sudan 4½% 1939-73	95	4 15 0	4 17 0
Sudan 4% 1974	84	4 15 6	4 18 0
Transvaal Government 3% Guaranteed 1925-53 (Estimated life 19 years)	80¾	3 15 0	4 12 6
Colonial Securities.			
Canada 3% 1938	86	3 11 6	4 18 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 0 6
Cape of Good Hope 3½% 1929-49	81¼	4 6 0	5 0 0
Commonwealth of Australia 5% 1945-75	99⅛	5 0 6	5 2 6
Gold Coast 4½% 1956	95	4 14 6	4 17 6
Jamaica 4½% 1941-71	92½	4 18 0	4 18 6
Natal 4% 1937	92¾	4 6 6	5 0 0
New South Wales 4½% 1935-45	92⅛	4 17 6	5 7 0
New South Wales 5% 1945-65	98	5 2 0	5 3 6
New Zealand 4½% 1945	97	4 12 6	4 17 6
New Zealand 5% 1946	103½	4 17 0	4 16 6
Queensland 5% 1940-60	99½	5 1 0	5 3 0
South Africa 5% 1945-75	101½	4 18 6	4 18 6
S. Australia 5% 1945-75	99¾	5 0 0	5 0 0
Tasmania 5% 1945-75	101½	4 18 6	5 0 0
Victoria 5% 1945-75	99¾	5 0 6	5 0 0
W. Australia 5% 1945-75	100	5 0 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	64	4 13 6	—
Birmingham 5% 1946-56	103¼	4 17 0	4 17 0
Cardiff 5% 1945-65	102¼	4 18 6	4 18 0
Croydon 3% 1940-60	68¼	4 8 6	5 0 0
Hull 3½% 1925-55	78	4 9 6	5 0 0
Liverpool 3½% redeemable at option of Corpn.	74	4 14 6	5 0 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62¾	4 15 6	—
Manchester 3% on or after 1941	63	4 14 6	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 6	4 17 0
Metropolitan Water Board 3% 'B' 1934-2003	65	4 12 6	4 15 6
Middlesex C. C. 3½% 1927-47	83	4 5 0	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	63	4 15 6	—
Stockton 5% 1946-66	102	4 18 6	4 19 0
Wolverhampton 5% 1946-56	101	4 19 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83	4 16 0	—
Gt. Western Rly. 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	96	5 4 0	—
L. North Eastern Rly. 4% Debenture	79½	5 1 0	—
L. North Eastern Rly. 4% Guaranteed	74¾	5 7 0	—
L. North Eastern Rly. 4% 1st Preference	68	5 17 6	—
L. Mid. & Scot. Rly. 4% Debenture	81¼	4 18 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	79½	5 0 6	—
L. Mid. & Scot. Rly. 4% Preference	73½	5 9 0	—
Southern Railway 4% Debenture	81	4 18 6	—
Southern Railway 5% Guaranteed	98	5 2 0	—
Southern Railway 5% Preference	89	5 12 0	—

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